

It is evident to the dispassionate reader of such a condition as this, that it is intended to supply any trifling omissions on the part of the architect; such omissions being actually necessary to complete work directly specified to be performed; but, as we have already stated—it is on this point that the disputes turn, and with reference to their several readings of this clause the contending parties usually join issue.

Much, however, of this old-fashioned disputation has been avoided by the modern method of practice adopted in the contracting for any public or private building of more than ordinary dimensions, or in the erection of which such questions are likely to arise. In such cases two surveyors are appointed, one on behalf of the architect, the other on behalf of the builder; and these surveyors conjointly form a bill of quantities of work to be done. The work having been executed, the same surveyors—having previously named a referee in case of questions arising as to quantities or price—proceed to measure the extra work not provided in the contract; and according to their report, or that of the referee in case of a difference between them, the builder's bill is settled.

It may be said that this course of proceeding does not shut out the great source of contention; viz, the construction of the conditions; at the same time it must be obvious that it so contracts its limits as to leave but little room for litigation, where parties are really anxious to avoid it.

It must be also borne in mind that builders' bills are more usually made matters of reference than of law, and this will account for the paucity of recorded cases on the subject. On perusal of the New Buildings Act (7 & 8 Vict. c. 84), it will be seen that all questions relative to the building of party-walls are submitted to the final jurisdiction of the official referee appointed by the Act. The judges, too, have almost uniformly adopted the practice of submitting such subjects to a referee, even when brought into court—and in this they have exercised a wise discretion, since the technicalities and intricacies of building are utterly unintelligible to the most erudite of jurists.

We have extracted this passage, because it suggests for consideration several important points of practice.

The glossary of technical terms relating to buildings, consisting of forty pages, is made very clear by the means of occasional illustrations.

## Correspondence.

### GENERAL CONTRACTORS.

Sir,—It is the opinion of many persons fairly interested therein, that the "great undertakers" are not doing various trades in the building line all the justice that is their due: perhaps you will allow me a place in your valuable publication for a few plain words on this subject.

I think, Sir, there is a strange difference in the amounts for which the omnium gatherum firms offer to complete great works—and the cause appears to me to lie in the talents of the subordinate agents of these contractors, in superinducing the necessary tradesmen to execute the work for them at the lowest possible rates, and the subsequent counting-house management, to get cash for work and other men's goods and labour, and then to take 6 and 12 months from the various tradesmen, and give bills at 2 and 3 months' date: this makes a very large advantage in serious amounts, and the same principle can be applied very dexterously and shrewdly too by some dispositions.

If the main trades contracted each for its own calling, as the mason, and bricklayer, the plumber, the painter, and glazier, the smith, the plasterer, and tiler, &c. &c., the work would be done much better, and the proper people would get their fair due, and not most of the profit be absorbed by these "men of all trades." Besides, any talented man of each trade would never become known for his ability, to architects and others, and would not then remain his best days a journeyman, without opportunity of showing his worth and obtaining his reward as a master in his trade.

I am, Sir, &c.

O. O. O.

**FURNITURE WOOD.**—The Lords of the Treasury have, during the past week, given permission for "purple wood," a product of India, to be imported duty free.

**HALEY'S PATENT LIFTING JACK.**—This is a most important improvement on the old rack jack for lifting great weights, supporting beams, &c., in buildings undergoing alterations, and, from its simplicity, power, and economy in first cost, most come into very general use, if not entirely supersede the old and rude rack jack. Instead of a rack with ratchet wheel and pinion, in the one to which our notice has been directed, a powerful screw runs perpendicularly through the frame, bearing a claw at both top and bottom, so as either to raise the weight from above, or lift from below; this screw is acted upon by a pinion taking into an endless screw, on the axis of the handles outside the machine, by which means a most enormous power is obtained with comparatively little labour: the handles may, at any time, be left without a possibility of flying back, and is only half the weight of an ordinary jack of equal power, one capable of lifting five tons can be borne with ease by one man. All its working parts are most accurately finished, being engine cut, and it combines utility, safety, durability, and neatness at a cost not exceeding that of the old and unsafe jack. It is manufactured solely by Messrs. Galloway, Knot Mill Iron-Works, Manchester.—*Mining Journal.*

## MEETINGS OF SCIENTIFIC BODIES.

During the ensuing week.

MONDAY, Jan. 12.—British Architects, 16, Grosvenor-street, 8 p.m.

TUESDAY, 13.—Civil Engineers, 25, Great George-street, 8 p.m. (Anniversary.)

WEDNESDAY, 14.—British Archaeological Association (Western Literary Institution), Leicester-square, 8½ p.m.; Graphic, Thatched-house Tavern, 8 p.m.

THURSDAY, 15.—Royal, Somerset House, 8½ p.m.; Antiquaries, Somerset House, 8 p.m.

FRIDAY, 16.—Asiatic, 14, Grafton-street, 2 p.m.

## Tenders.

For the contract of works to be done in building a new school and dwelling-house, with appurtenances, near Maidenhead, Berks; for Mr. J. D. M. Pearce, from drawings, and under the supervision of Mr. J. Tarring, architect.

Cooper and Davis	£2,000 0
Cox	1,964 0
Gerry	1,936 0
Flowerman and Luck	1,932 0
Crowhurst	1,827 0
Cooper	1,776 10
Mathews	1,728 0
Copper	1,705 10
Mason	1,644 0
Wells	1,624 0

For the rebuilding, &c., of Portman Market, Paddington; Mr. Bush, architect, Hay's-place, Lisson-Grove.

Grove	£2,167 0 0
Higgs	1,917 0 0
Thomas	1,692 11 2
King	1,425 0 0
Williams	1,200 0 0

How is this frightful difference to be explained?

## NOTICES OF CONTRACTS.

[We are compelled by the interference of the Stamp Office to omit the names of the parties to whom tenders, &c., are to be addressed. For the convenience of our readers, however, they are entered in a book, and may be seen on application at the office of "The Builder," 2, York-street, Covent-garden.]

For the supply of 150,000 sleepers to the Midland; Nottingham and Lincoln; and Peterborough Railways.

For supplying and laying down in the parish of Woolwich, Kent, certain quantities of curb and Rock Hill stone.

For the execution of works on the North Wales Railway.

For the supply of 60,000 Memel, 3rd pine, or hachmatac sleepers, and 12,000 larch, hachmatac, or pine, according to specifications, for the Dublin and Belfast Junction and Navan Branch Railway.

For the execution of works on the North Wales Railway, viz. from the Bangor Station to the Carnarvon Station.

For the execution of works on the Leeds, Dewsbury, and Manchester Railway, viz. the Dewsbury Contract, in length about 3½ miles.

For the erection of a New Church at Pimbury, Kent.

## APPROACHING SALES OF WOOD, &c.

BY AUCTION.

At Orwell works. St. Clements, Ipswich: a large quantity of oak, beak, and fir slabs and lathings, and a variety of oak, elm, beak, and fir scantling.

On the Ellingham Hall estate, near Bungay: 100 very useful ash and elm timber trees; 50 excellent poplar and willow trees; 300 capital larch, Scotch spruce, and other fir trees, &c.

At Novar Ross-shire, upwards of 10,000 Scotch fir timber trees; all fit for railway purposes.

At the George-inn, Ilminster, 930 very fine maiden oak, elm, and ash timber trees; also, 1,000 useful ash, oak, and other saplings and poles.

At Eling, near Southampton, 87 prime oak timber trees of large dimensions and exceedingly sound.

At the Griffin-inn, Amersham, Bucks. 670 beech, 25 ash and 4 sycamore trees of very superior growth and quality, and of large dimensions.

On the Kennet Estate, near Newmarket. A large quantity of very superior oak, ash, elm, and poplar trees, &c.

At Gamlingay, Cambridgeshire: 40 very prime oak trees, and 60 pollards, now standing.

## TO CORRESPONDENTS.

"C. Newham."—We shall avail ourselves of some of the remarks, although we are unable to print the letter.

"G. P."—The type was unfortunately distributed before his letter reached us.

"J. W."—It is difficult to avoid what he complains of. We are thankful for his good opinion.

"P. P. P."—Dry, hard oak should be used for trussing girders.

"J. K." will see on consideration, that the point is, to delineate the egg when you have it.

"Abbey of Athlery," next week.

"J. P." (Shrewsbury).—The drawing sent is not sufficiently interesting to induce us to engrave it. We shall be glad to hear from J. P. again.

"A Regular Brick."—We will give the subject consideration. Our own experience hardly bears out his statement. We find it is difficult to obtain a drawing clerk at a moderate salary.

"Youngster."—We are not acquainted with the party named.

"Pile Dam."—A correspondent asks the exact meaning of the term "Sheet Pile Dam." "It is contended," he says, "by some; 1st, that a sheet pile dam cannot be constructed of whole timber (at least that the term is not applicable to one so constructed). And 2ndly, that when a dam has a dwarf dam in front of it, it cannot be fairly denominated a sheet pile dam. On the other hand, it is urged that a close dam (though not grooved and tongued), with the seams between the piles caulked, in whatever position it is, whether assisted by a dwarf dam or otherwise, fairly constitutes a sheet pile dam, whether it be of half or whole timber."

"B. B."—We shall be glad to receive his promised communication.

"J. G."—In justice B. should pay part of the expense. Legally, however, if the alteration was made without his concurrence, the claim could not be maintained.

"P. C."—The Farmers' Insurance Company, Strand, insure against storms.

"Stoving Wood."—Two correspondents wish to know the best apparatus for stoving wood.

"Friend to Builders" will find some information on the subject of reservoirs in present No. Without knowing where it is to be placed, and other circumstances, it is impossible to advise usefully.

"A. P."—Whatever is submitted to us shall receive consideration.

"H. S."—We shall avail ourselves of the materials kindly forwarded.

"W. D."—We are much obliged. We wish he would favour us with some remarks in a connected form. The result of his experience would be valuable.

"Building over Passage."—A. may do what he pleases on the apright of his own soil, if not to the injury of his neighbour.

"W. W."—A letter addressed to the Eastern Counties Railway Office, will find the gentleman named.

Received:—"C. & Son;" "T. P.;" "L.;" "Return of Patents taken out in Ireland" (Mr. Telford); "Old England," Index, &c. (Knight); "Pictorial Gallery of Arts" Part XII.; "Old English Worthies," Part I (Knight); "Post Magazine Almanac for 1846;" "Dolman's Magazine;" "Proceedings under the Metropolitan Buildings Act" (Wale).

Correspondents are requested to address all communications to the EDITOR, York-street.